

# UNITED STATES BANKRUPTCY COURT

Eastern District of Michigan (Detroit)

In re Misty McMahan and John L. McMahan  
Debtor

Case No. 11-54834  
Chapter 13

## Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Nationstar Mortgage, LLC

Court claim no. (if known): 3

Last four digits of any number you  
use to identify the debtor's account: 0944

Date of payment change:

Must be at least 21 days after date of this notice

05/01/2014

New total payment:

Principal, interest, and escrow, if any

\$677.59

### Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?



No



Yes.

Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law.

Describe the basis for the change. If a statement is not attached, explain why:

\_\_\_\_\_

Current escrow payment: \_\_\_\_\_

New escrow payment: \_\_\_\_\_

### Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?



No



Yes.

Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law.

If a notice is not attached, explain why:

\_\_\_\_\_

Current interest rate: 3.625%

New interest rate: 3.375%

Current principal and interest payment: \$466.06

New principal and interest payment: \$455.85

### Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?



No



Yes.

Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \_\_\_\_\_

New mortgage payment: \_\_\_\_\_

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box:

☒ I am the creditor. ☐ I am the creditor's authorized agent.  
(Attach a copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

 /s/ Brandt Anderson Date 04/07/2014

Bankruptcy Manager

(Approved by: Jarred Ruggles)

Print: Brandt Anderson

Title Bankruptcy Manager

(Approved by: Jarred Ruggles)

Company Nationstar Mortgage, LLC.

Specific Contact Information:

Address PO Box 630267

P: 877-782-7612

jarred.ruggles@nationstarmail.com

Irving, TX 75063

713369-21c9da4b-74c0-4b65-9729-ca50a8b43682

# UNITED STATES BANKRUPTCY COURT

Eastern District of Michigan (Detroit)

Chapter 13 No. 11-54834

Judge: Judge Phillip J Shefferly

In re:

Misty McMahan and John L. McMahan

Debtor(s).

## CERTIFICATE OF SERVICE

I hereby certify that on April 07, 2014, I have served a copy of this Notice and all attachments to the following by U.S. Mail, postage pre paid, or via filing with the US Bankruptcy Court's CM ECF system.

Debtor: Misty McMahan  
John L. McMahan  
1844 Richmond  
Lincoln Park, MI 48146

Debtor's Attorney: Neal J. Brand  
Bankruptcy Attorneys of Michigan, PLLC  
21700 Northwestern Highway  
Suite 670  
Southfield, MI 48075

Trustee: Krispen S. Carroll  
719 Griswold  
1100 Dime Building  
Detroit, MI 48226

/s/ Bill Taylor

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Authorized Agent



REPRESENTATION OF PRINTED DOCUMENT

350 Highland Drive  
Lewisville, TX 75067

February 26, 2014

8-692-87508-0000018-001-01-000-000-000-000

MISTY WHITNEY  
1844 RICHMOND  
LINCOLN PAR MI 48146

RE: Loan No.: [REDACTED]

Dear Misty Whitney:

Please be advised that this information should not be construed as collection of a debt, but for informational purposes only.

In connection with the above referenced case(s), we are herewith enclosing the Annual Notice of Changes in Interest Rate and Monthly Installment amounts on the above referenced adjustable rate mortgage.

Should you have any questions or require additional information, your Dedicated Loan Specialist is Angelika Thomas and can be reached at (877) 343-5602 EXT. 8941000, Monday through Friday between 8 a.m. and 5 p.m. (CST) or via mail at the above listed mailing address.

We appreciate your assistance in this matter.

Sincerely,

Nationstar Mortgage LLC  
Bankruptcy Department  
(877) 343-5602 EXT. 8941000

Enclosure: Annual Notice of Change in Interest Rate and Monthly Installment Payments

If an attorney represents you, please refer this letter to such attorney and provide us with such attorney's name, address and telephone number.

*If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you individually and you may have no personal obligation to pay this debt if you have received your discharge in bankruptcy. Please note, however, unless the Bankruptcy Court has ordered otherwise, we continue to retain whatever rights we hold in the property that secures the note, and we reserve the right to exercise those legal rights, but only against the property securing the original obligation.*



REPRESENTATION OF PRINTED DOCUMENT

350 Highland Drive  
Lewisville, TX 75067

February 26, 2014

8-692-87508-0000018-001-02-000-000-000-000

MISTY WHITNEY  
1844 RICHMOND  
LINCOLN PAR MI 48146

Re: Notice of Changes in Interest Rate and Monthly Installment Payments  
Adjustable Rate Mortgage (ARM) Loan #: [REDACTED]

Dear Misty Whitney:

On **04/01/14**, the interest rate on your Adjustable Rate Mortgage (ARM) will automatically decrease by **.250%** from **3.625%** to **3.375%** and your monthly installment amount will decrease by **\$10.21** from **\$687.80** to **\$677.59**, in accordance with the terms of your ARM loan.

Should you choose to continue making voluntary payments on this loan, the new amount should be reflected in your **05/01/14** payment.

Your current interest rate was based on an index value of .763%. Your new interest rate is based on an index value of **0.552%**. To determine your new interest rate, we added the index value of **0.552%** as of **02/15/14**, to the agreed upon margin of **2.875%** for a total of **3.375%** rounded to the nearest .125%. The new interest rate of **3.375%** may not be more than **2.000%** higher or **2.000%** lower than the prior interest rate of **3.625%**. The original interest rate of your mortgage was **4.750%** which may not be decreased beyond **2.875%** or increased beyond **10.750%** during the life of the mortgage.

If you have an auto debit (ACH) for your payment, the amount drafted from your bank account will adjust with the changes on your loan.

Please refer to your loan documents for the option to convert to a fixed interest rate. Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.

If you have any questions regarding this notification, your Dedicated Loan Specialist is Angelika Thomas and can be reached at (877) 343-5602 EXT. 8941000, Monday through Friday between 8 a.m. and 5 p.m. (CST) or via mail at the above listed mailing address or visit us on the web at [www.MyNationstarMtg.com](http://www.MyNationstarMtg.com).

Sincerely,

Nationstar Mortgage LLC

If an attorney represents you, please refer this letter to such attorney and provide us with such attorney's name, address and telephone number.

*If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you individually and you may have no personal obligation to pay this debt if you have received your discharge in bankruptcy. Please note, however, unless the Bankruptcy Court has ordered otherwise, we continue to retain whatever rights we hold in the property that secures the note, and we reserve the right to exercise those legal rights, but only against the property securing the original obligation.*